

BRYAN CAVE LLP
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Michelle McMahon (MM-8130)
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New York, New York 10104
Telephone: (212) 541-2000
Facsimile: (212) 541-4630

Objection Deadline: Oct. 3, 2008
Hearing Date: TBD

Attorneys for Gotham Technology Group, LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re:	: Chapter 11
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i>,	: 08-13555 (JMP)
	:
Debtors.	: (Jointly Administered)
-----X	

**OBJECTION OF GOTHAM TECHNOLOGY GROUP LLC TO DEBTORS'
PROPOSED CURE AMOUNT FOR CERTAIN CLOSING DATE CONTRACTS**

Gotham Technology Group, LLC ("Gotham"), by and through its undersigned attorneys, hereby objects to the amount proposed to be paid to cure defaults under certain contracts designated to be assumed and assigned pursuant to 11 U.S.C. §365 and the Sale Order (defined below) entered by this Court on September 20, 2008. In support of this objection, Gotham states as follows:

1. On September 15 and 16, 2008, Lehman Brothers Holdings, Inc. and LB 645 LLC (jointly, the "Debtors"), respectively, commenced these bankruptcy proceedings by each filing a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, as amended (the "Bankruptcy Code"). On September 19, 2008, an order was entered placing Lehman Brother, Inc. ("LBI"), a wholly owned subsidiary of

Lehman Brothers Holdings, Inc., into liquidation under the Securities Investor Protection Act of 1970.

2. On September 17, 2008, the Debtors filed a motion seeking authority, among other things, to sell certain designated assets, including executory contracts and unexpired leases, relating to LBI to Barclays Capital, Inc. (“Barclays”) free and clear of all liens, claims, encumbrances and other interests (the “Sale”).

3. On September 20, 2008, the Court entered the Order Under 11 U.S.C. §§ 105(a), 363 and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004, and 6006 Authorizing Approving (A) the Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Leases [Docket No. 258] (the “Sale Order”). The Sale Order provided, *inter alia*, for the assumption and assignment of the Closing Date Contracts (as defined in the Sale Order) in connection with the Sale to Barclays. The Sale Order also provided that counterparties to the Closing Date Contracts would have until October 3, 2008 to file objections to the amounts the Debtors proposed to pay to cure defaults under such contracts pursuant to Section 365(b)(1) of the Bankruptcy Code.

4. Pursuant to the Notice of Assumption and Assignment of, and Amounts Necessary to Cure Defaults Under Contracts and Leases to be Assumed and Assigned to Successful Purchaser, the Debtors identified the contracts and leases to be assumed and assigned to Barclays as part of the Sale, and the proposed amount necessary to cure defaults under such leases and contracts pursuant to Section 365 of the Bankruptcy Code on the web site of their claims agent.

5. On the List of IT Closing Date Contracts (available at <http://chapter11.epiqsystems.com/lehman>), the Debtors identified its contracts with Gotham (collectively, the “Contracts”) as contracts to be assumed and assigned to Barclays as of the closing date of the Sale, pursuant to the Sale Order. The total amount that the Debtors propose to pay to cure defaults under the Contracts is \$90,719.03 (the “Proposed Cure Amount”).

6. Gotham objects the Proposed Cure Amount on the basis that it does not include all of the amounts due and owing under the Contracts. The Proposed Cure Amount appears to include only one pre-petition invoice (Invoice No. GP005387). As set forth below, a total of four invoices (collectively, the “Invoices”) are due and unpaid for goods and services provided under the Contracts, and the total amount of the defaults that must be cured as a prerequisite to assumption and assignment to Barclays of the Contracts is \$526,511.08 (“Gotham Cure Claim”). Copies of the Invoices are attached hereto as Exhibit A.

Invoice #	Sub Total	Sales Tax	Freight	Total
GP005364	\$ 1,399.40	\$ 99.54	\$ 22.76	\$ 1,521.70
GP005365	\$ 208,201.20	\$ 14,620.21	\$ 658.94	\$ 223,480.35
GP005387	\$ 84,484.20	\$ 5,918.53	\$ 316.00	\$ 90,718.73
CP9-17-08	\$ 197,000.00	\$ 13,790.00		\$ 210,790.00
				\$ 526,510.78

7. Section 365(b)(1) provides that as a condition precedent to the assumption of an executory contract under which there has been a default, the Debtors must “cure or

provide adequate assurance that the [Debtors] will promptly cure such default.” 11

U.S.C. § 365(b)(1).

WHEREFORE, Gotham respectfully requests that this Court (i) direct the Debtors to promptly pay the full amount of the Gotham Cure Claim as a condition precedent to the assumption and assignment to Barclays of the Contracts and (ii) grant such other and further relief as is just and proper.

Dated: New York, New York
October 2, 2008

Respectfully submitted,

BRYAN CAVE LLP

/s/ Michelle McMahon
Lawrence P. Gottesman (LG-7061)
Michelle McMahon (MM-8130)
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 541-2000
Facsimile: (212) 541-4630

Attorneys for Gotham Technology
Group LLC

EXHIBIT A

**Invoice**

Federal ID#: 13-4187205

Invoice Number

GP005364

Invoice Date

8/12/2008

Page

1

Remit To:1 Paragon Drive
Suite 200

Montvale NJ 07645

Voice: (201) 474-4200 Ext. 0000

Fax (201) 802 - 9615

Sold To:

LEHMAN BROTHERS INC
PO BOX 2339
ACCOUNTS PAYABLE
SECAUCUS NJ 07096-2339

Ship To:

LEHMAN BROTHERS INC
50 DEY STREET
QUOC LY
JERSEY CITY NJ 07306

Customer ID		Customer PO		Payment Terms	
LEHM005		LBUSA-0000069870		1% 10, Net 30 Day LB	
Sales Rep Id		Shipping Method		Ship Date	Due Date
CP01		UPS GROUND		7/22/2008	9/11/2008
Quantity	Item Number	Description	B/O Qty	Unit Price	Extension
2	CPUTM-EDGE-XG16-US	CHKPT VPN-1 UTM EDGE APPLIANCE X S	0	\$478.24	\$956.48
2	EBS-SS-PREMIUM	CHECKPOINT ENTERPRISE SOFTWARE S	0	\$221.46	\$442.92

Subtotal \$1,399.40**Tax** \$99.54**Freight** \$22.76**Total** \$1,521.70**Payment Received** \$0.00**TOTAL** \$1,521.70

Check Number:

ALL RETURNS MUST BE SENT DIRECTLY BACK TO THE GOTHAM
NJ LOCATION WITH AN APPROVED RMA - OTHERWISE A CREDIT WILL
NOT BE USED AND GOTHAM WILL NOT BE HELD RESPONSIBLE
FOR THE ITEM(S) BEING RETURNED

**Invoice**

Federal ID#: 13-4187205

Invoice Number

GP005365

Invoice Date

8/12/2008

Page

1

Remit To:

1 Paragon Drive

Suite 200

Montvale NJ 07645

Voice: (201) 474-4200 Ext. 0000

Fax (201) 802 - 9615

Sold To:

LEHMAN BROTHERS INC
PO BOX 2339
ACCOUNTS PAYABLE
SECAUCUS NJ 07096-2339

Ship To:

LEHMAN BROTHERS INC
50 DEY STREET
SANJAY SHAH
JERSEY CITY NJ 07306

Customer ID		Customer PO	Payment Terms		
LEHM005		LBUSA-0000070808	1% 10, Net 30 Day LB		
Sales Rep Id		Shipping Method	Ship Date	Due Date	
CP01		UPS GROUND	8/5/2008	9/11/2008	
Quantity	Item Number	Description	B/O Qty	Unit Price	Extension
5	SG810-20-PR	BLUECOAT SG810-20, PROXY EDITION	0	\$34,673.92	\$173,369.60
5	SL131Y-SG810-20-PR	STANDARD SUPPORT, 24x7 L1-L3 SOFTW	0	\$4,917.40	\$24,587.00
5	HNBD51Y-SG810-20-PR	NEXT BUSINESS DAY, STANDARD SUPPC	0	\$2,048.92	\$10,244.60

Subtotal \$208,201.20

Tax \$14,620.21

Freight \$658.94

Total \$223,480.35

Payment Received \$0.00

TOTAL \$223,480.35

Check Number:

ALL RETURNS MUST BE SENT DIRECTLY BACK TO THE GOTHAM
NJ LOCATION WITH AN APPROVED RMA - OTHERWISE A CREDIT WILL
NOT BE USED AND GOTHAM WILL NOT BE HELD RESPONSIBLE
FOR THE ITEM(S) BEING RETURNED

**Invoice**

Federal ID#: 13-4187205

Invoice Number

GP005387

Invoice Date

8/15/2008

Page

1

Remit To:1 Paragon Drive
Suite 200

Montvale NJ 07645

Voice: (201) 474-4200 Ext. 0000

Fax (201) 802 - 9615

Sold To:LEHMAN BROTHERS INC
PO BOX 2339
ACCOUNTS PAYABLE
SECAUCUS NJ 07096-2339**Ship To:**LEHMAN BROTHERS INC
50 DEY STREET
QUOC LY
JERSEY CITY NJ 07306

Customer ID		Customer PO	Payment Terms		
LEHM005		LBUSA-0000069738	1% 10, Net 30 Day LB		
Sales Rep Id		Shipping Method	Ship Date	Due Date	
CP01		UPS GROUND	7/23/2008	9/14/2008	
Quantity	Item Number	Description	B/O Qty	Unit Price	Extension
2	NBB9250000	IP1260 DISK BASED SYSTEM BUNDLE	0	\$20,038.89	\$40,077.78
2	NCZ4501000	NORTH AMERICAN POWER KIT	0	\$0.00	\$0.00
2	NIM6120FRU	1 GB MEMORY	0	\$1,410.86	\$2,821.72
4	NIF4422KIT	2-PORT 1000 BASEF, MMF KIT	0	\$2,885.85	\$11,543.40
2	NSM5001126	Nokia Inte-1Mo ACCESS 7x241YrIP1260	0	\$8,975.35	\$17,950.70
2	CPPWR-VP-G-U	CKPT VPN-1 POWER GATEWAY FOR UNLI	0	\$4,982.50	\$9,965.00
2	CPES-SS	CHECKPOINT ENTERPRISE SOFTWARE S	0	\$937.80	\$1,875.60
2.00	GTG-STAGE	STAGING & CONFIGURATION OF NOKIA IF	0.00	\$125.00	\$250.00

Subtotal \$84,484.20**Tax** \$5,918.53**Freight** \$316.30**Total** \$90,719.03**Payment Received** \$0.00**TOTAL** \$90,719.03

Check Number:

ALL RETURNS MUST BE SENT DIRECTLY BACK TO THE GOTHAM
NJ LOCATION WITH AN APPROVED RMA - OTHERWISE A CREDIT WILL
NOT BE USED AND GOTHAM WILL NOT BE HELD RESPONSIBLE
FOR THE ITEM(S) BEING RETURNED

GOTHAM INVOICE

technology group, LLC

1 PARAGON DRIVE SUITE 200
MONTVALE, NJ 07645
(V) 201-474-4200 (F) 201-802-9615

DATE:
September 17, 2008

INVOICE #
CP9-17-08

Bill To:
Lehman Brothers Inc.
Accounts Payable
PO BOX 2339
Secaucus NJ 07096-2339

Ship To:
Lehman Brothers
Mike Antico
70 Hudson Street
Jersey City NJ 07302-4585

Payment Terms: PRE PAY	PO No.:LBUSA-0000073021
Ship Method: Email	Sales Rep: Chris Passaretti

QTY	Part Number	Description	T	AMOUNT
1	WS-R-CP12-R/PG3-R-CP12-R/PSW-Y-CP12-R	WebSense Enterprise License Renewal - 28,000 users - includes Premium Group 1, Premium Group 2 & Premium Group 3 - New contract date 9/28/2008 to expire 9/27/2009	T	\$ 197,000.00

SUBTOTAL	\$ 197,000.00
TAX RATE	7.0000%
SALES TAX	\$ 13,790.00
OTHER	-
TOTAL	\$ 210,790.00

Make all checks payable to GOTHAM TECHNOLOGY GROUP

CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2008 a copy of the foregoing Objection Of Gotham Technology Group LLC To Debtors' Proposed Cure Amount For Certain Closing Date Contracts was served by first class U.S. mail upon the following parties:

Weil Gotshal & Manges, LLP
767 Fifth Avenue
New York, New York 10153-0119

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, New York 10004

Attention: Lori R. Fife, Esq.
Shai Y. Waisman, Esq.

Attention: Jeffrey S. Margolin, Esq.

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006

Attention: Lindsee P. Granfield, Esq.
Lisa M. Schweitzer, Esq.

/s/ Michelle McMahon
Michelle McMahon (MM-8130)